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TATA COMMUNICATIONS

Legal Standard Template 11.1

VTS SERVICES ADDENDUM

This VTS Services Addendum (the "Addendum") is attached to and made a part of that certain Telecommunications Services Agreement dated as of 12/17/08 (the "Agreement") by and between the following parties (each a "Party" and jointly, the "Parties"):

Tata Communications (America) Inc	KTC Telecom LLC
Carrier Name ("Carrier")	Company Name ("Company")

All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement and the respective Order Form(s)/Annexes. In consideration of the covenants and promises herein contained and as set forth in the Agreement, the Parties hereby agree as follows.

1. Carrier shall provide Company with termination of domestic and international telecommunications traffic (DDDDDDDD type) which Company has delivered to one of Carrier's interconnection locations, gateways or network domains for termination to those domestic and international destinations listed in the applicable Carrier Rate Amendment on the Carrier global network under the following service offerings selected by Company in Order Form(s):

- 1.1 **VTS Private Service:** International long distance service for retail based service providers and operators that provides higher grade quality call completion on a broad set of destinations as well as caller ID information on specific Mobile destinations. For this service, Carrier will use commercially reasonable efforts to (i) use specific premium routes and (ii) deliver the CLI to the called party for ninety-five percent (95%) of all calls forwarded, provided that Carrier receives the CLI information. Carrier cannot guarantee that the called party will receive the CLI nor that the last network will respect the rules and obligations for CLI information transmission.
- 1.2. **VTS Service:** International long distance service that provides consistent, high quality call completion with broad coverage to anywhere in the world.
- 1.3 **VTS Economy Service:** International long distance service that provides variable quality voice termination to a dynamic inventory of select destinations.
- 1.4 **VTS Priority Service:** Premium quality international long distance service that offers a turnkey and custom configured solution including service quality, code coverage and trouble management
2. **SERVICE LEVELS:** For each of the Services selected by Company, Carrier can provide customized rates for select destinations based upon service levels as set forth in the applicable Carrier Rate Amendment
3. **SERVICE TERM:** For Services selected by Company, Company shall receive the Services ordered and shall be required to meet the **Minimum Volume Commitments** and **Minimum Charges** for the duration of the term as set forth in The Order Form(s).
4. **RATE, DIAL PLAN AND/OR CODE CHANGES:** The rates, dial plans, and/or codes may be changed during the Rate Change Period. For Services provided by Carrier to Company as set forth in The Order Form(s), the applicable rates shall be based upon the respective circuit, trunk and/or interconnecting gateway. All rate changes from Carrier to Company shall be through the **Company Rate Change Method** and **Company Rate Change Amendment Format** as set forth in The Order Form(s). All pricing-related information and/or rates from Carrier must come from duly authorized personnel, defined as "Carrier Pricing Managers" or an Executive Corporate Officer of Carrier. All other pricing-related information and/or rates provided by any other Carrier personnel, including, without limitation, sales personnel, shall be deemed a quotation for discussion and budgetary purposes only. No pricing-related information and/or rate shall be deemed valid unless and until confirmed in writing by a Carrier Pricing Manager or Executive Corporate Officer of Carrier.
5. **BILLING/PAYMENT TERMS:**

Standard Billing Payment Option (if selected, the following terms shall apply):

5.1. Carrier shall submit an invoice to Company after the end of the applicable **Billing Period** which shall include total charges for the applicable **Billing Period** and for any prior period that appropriate

charges were not reflected ("Invoice"). Company shall pay the invoice amount to Carrier (1) in the **Applicable Currency**, (2) by wire transfer, cashier's check from a national bank, or such other method as the Parties may mutually agree, and (3) within the applicable **Payment Period**. Services provided by Carrier shall be billed in the **Applicable Billing Increments** and **Applicable Currency** as set forth in The Order Form(s). In no event shall Carrier be liable for the fraudulent or illegal use of the Services by any customers or end-users of Company, or for any amounts that Company is unable to collect from its customers, end users or others.

Prepay Billing Payment Option (if selected, the following terms shall apply):

- 5.1. In order to participate in the Services, Company shall not have any open accounts payable to Carrier. Before the commencement of any of the Services hereunder and for the duration of this Agreement, Company shall provide and maintain a **Prepayment** to Carrier as set forth in The Order Form(s). Carrier shall submit an invoice to Company after the end of the applicable **Billing Period** which shall include total charges for the applicable **Billing Period** and for any prior period that appropriate charges were not reflected ("Invoice"). Services provided by Carrier shall be billed in the **Applicable Billing Increments** and **Applicable Currency** as set forth in The Order Form(s). In no event shall Carrier be liable for the fraudulent or illegal use of the Services by any customers or end-users of Company, or for any amounts that Company is unable to collect from its customers, end users or others. Company agrees to continue to remit sufficient funds on a weekly basis to Carrier, during the term of this Addendum to ensure the **Prepayment** of traffic at all times.
- 5.2. Company shall review the **Prepayment** balance, payments on account, billed usage and unbilled usage on a daily basis to ensure that Company's **Prepayment** balance with Carrier is (i) not less than **Minimum Prepayment Balance** at all times; and (ii) the **Prepayment** amount will not be exceeded before the next payment due date ("Credit Limit"). In the event that Carrier determines that additional **Prepayment** is required, Company shall remit payment via wire transfer within twenty-four (24) hours of Notice in an amount determined by Carrier to ensure that the **Prepayment** will be greater than the **Minimum Prepayment Balance** at all times. In the event of failure of Company to comply with the terms of this provision or if Carrier is required to provide Notice on more than two (2) occasions, Company shall be in default of the Agreement, and Carrier may immediately reduce, suspend or terminate the Services. Carrier reserves the right in its sole discretion to adjust the **Prepayment** requirement during the term of this Agreement. Carrier shall return any unused portion of the **Prepayment** to Company within thirty (30) days of the termination of this Addendum.

6. **CREDIT LIMIT AND DEPOSIT:** The aggregate **Credit Limit** (and if applicable, the **Cash Deposit** or **Letter of Credit**) applicable to Company under this Agreement shall be as set forth in the Order Form and can be modified only with the prior written approval of Carrier. Carrier shall have the right at any time to increase or decrease the **Credit Limit** by giving at least three (3) days prior written notice to Company. If at any time Carrier determines that the sum (the **Accrued Liability**) of (i) total invoiced amounts which remain unpaid, plus (ii) the unbilled but accrued usage of Company, has exceeded the then current **Credit Limit**, Carrier shall have the right to demand by written notice that Company make an immediate



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payment to Carrier by telegraphic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the Credit Limit, and (ii) to ensure that the Credit Limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Company shall pay such amount within twenty-four (24) hours of its receipt of such notice. If Company fails to remit such payment when due, Carrier shall have the right without further notice to suspend and/or terminate the Services.

7. **LOCAL LOOP CHARGES:** Company shall be responsible for all local loop charges that Carrier is required to pay to any third party service provider that are incurred on behalf of Company and the local loop charges shall survive reduction, suspension and/or termination of Services.
8. **TERMINATION CHARGES:** Should Carrier terminate this Agreement in accordance with section 10 of this Agreement or should Company terminate this Agreement for any reason other than a material breach solely attributable to Carrier which breach has not been cured and for which Carrier has not commenced reasonable efforts to effect a cure, then Company shall be fully liable to pay to Carrier any termination charges that Carrier is required to pay to any third party service provider, if any, for terminating their facilities that were incurred on behalf of Company.
9. **REINSTATEMENT OF SERVICE:** In the event that Carrier suspends or reduces Services as provided herein or in the Agreement and Company subsequently has paid in full all charges then due (including any late

charges), Carrier may, but is not obligated to, reinstate the Services to Company upon the provision by Company to Carrier of assurance in form and nature satisfactory to Carrier in its sole discretion, of the ability to pay for Services in the future, including all fees, expenses, costs and charges reasonably to be incurred by Carrier in connection with reinstituting the provision of Services to Company. If Company fails to make such payment by a date determined by and acceptable to Carrier, Company shall be deemed to have breached the Agreement effective as of the date the provision of the Services was suspended.

10. **NO MODIFICATION; CONFLICT:** Except as modified and amended hereby, the Agreement remains unmodified and in full force and effect and each Party hereby reaffirms all representations, warranties and covenants contained therein. In the event of a conflict between the terms of this Addendum and the Agreement, terms of this Addendum shall control.
11. **ENTIRE AGREEMENT:** This Addendum embodies the entire agreement and understanding of the Parties with respect to the supplementing and amending of the Agreement with regard to the matters described herein. There are no restrictions, promises, representations, warranties, covenants or undertakings with respect thereto, other than those expressly set forth or referred to herein.

IN WITNESS WHEREOF, the Parties have executed this VTS Services Addendum to the Agreement as of the date last written below.

By : Tata Communications (America) Inc
("Carrier")

Authorized Signature

Name and Title

Date

By : KTC Telecom LLC
("Company")

Authorized Signature

Name and Title

Date

Chunuk
C J SINGH CEO
12/17/08



TATA COMMUNICATIONS

ORDER FORM - VTS Services

This VTS Services Order Form incorporates the VTS Services Addendum which is attached to and made a part of that certain Telecommunications Services Agreement executed between Company and Carrier on or about _____ which, together with this Order Form constitute the entire agreement ("Agreement"). Except as set forth herein, Company and Carrier agree that all of the terms and conditions as set forth herein shall supersede all prior terms and conditions as follows.

1. **Services:** Company agrees to purchase the selected services ("Services")

Services Provided By Carrier:	<input checked="" type="checkbox"/> VTS	<input checked="" type="checkbox"/> VTS Economy	<input checked="" type="checkbox"/> VTS Prime
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2. **Term:** 1 Year(s)

3. **Billing Period:** Weekly Semi-Monthly Monthly

4. **Payment Period:** Net Other of the invoice date.

5. **Rate Change Period:** 3 Days prior notice for rate increases. Rate decreases shall be effective upon receipt of notice. (Unless otherwise specified in the applicable rate change notice and mutually agreed to by the Parties)

6. **Billing Increments:** Services shall be billed in 1 second increments with a 1 second minimum, except for Mexico which shall be billed in sixty (60) second increments with a sixty (60) second minimum. Any process for the rounding of charges shall be equally applied by the Parties.

7. **Applicable Time Zone:** EST GMT Other (Please specify): PST (Spain and UK indicate local switch time)

8. **Applicable Currency:** All monetary references in this Agreement are denominated in USD and all financial transactions under this Agreement must be settled in USD.

9. **Credit Limit:** pre-pay **Cash Deposit:** None **Letter of Credit:** None

10. **Prepayment:** \$5,500 USD **Minimum Prepayment Balance:** \$1,000 USD

11. **Minimum Volume Commitment:** None

12. **Minimum Charges:** None

13. **Interconnection Type:** TDM VoIP/Smart VoIPLink

14. **Special Terms:**

15. **Notice Information:**

Legal Notices To Carrier: Tata Communications Attention : Legal Department 5 Shenton Way, UIC Building #34-10, Singapore 068808 Facsimile +65 6423 0315	Legal Notices To Company: KTC TELECOM LLC Attn: C J SINGH 18012 11th avenue NE Shnraline WA 98155
Invoices To Company: KTC TELECOM LLC Attn: C J SINGH 18012 11th avenue NE Shnraline WA 98155	Rate Change Notices To Company Shall Be Sent To: Rate Change Method For Rates Sent to Company ("Company Rate Change Method") (Select only one): <input type="checkbox"/> FAX _____ or <input checked="" type="checkbox"/> Email: <u>cjs@ktctel.net</u> Courtesy Rate Change Copy To: <u>xrazerid@msn.com</u> Company Rate Change Amendment Format: <input checked="" type="checkbox"/> Standard (Only Changes) <input type="checkbox"/> Special (Full A-Z listing) <input checked="" type="checkbox"/> Customer Batching <input type="checkbox"/> Manual Batching Batching Schedule: <u>M-F 1:00PST</u> <input type="checkbox"/> Show LATA (US) <input type="checkbox"/> Show LATA (Canada) <input type="checkbox"/> Show Service Levels <input type="checkbox"/> Show Code By Line <input checked="" type="checkbox"/> Show Country City Codes Together
Electronic Invoice Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, please send to the following email address: <u>cjs@ktctel.net</u>	CARRIER COMPANY <u> </u> <u> </u> PLEASE INITIAL



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EACH PARTY HAS READ AND ACCEPTS THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT. COMPANY AND CARRIER AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY COMPANY DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN COMPANY AND CARRIER RELATING TO THE SUBJECT MATTER HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM/ ANNEX, ANY SERVICE ADDENDA/SCHEDULE AND THE MAIN TERMS AND CONDITIONS, THE MOST RECENT ORDER FORM/ANNEX SHALL CONTROL.

By: Tata Communications (America) Inc
("Carrier")

By: KTC Telecom LLC
("Company")

Authorized Signature

Authorized Signature

Name and Title

Name and Title

Date

Date

*Chunnu**C J SINGH. CEO**12/17/08*

Approved As To Form:
LEGAL DEPARTMENT
Standard
(No Changes)

ANY CHANGES TO THE STANDARD TEMPLATE
DOCUMENT SHALL NOT BE EFFECTIVE.



CARRIER	COMPANY
02	

PLEASE INITIAL

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